You have received this "Request for Applications (RFA)" through USAID Internet site. If you have any questions regarding this RFA you may contact the USAID Official named in the cover letter of this solicitation. If you are not using Word 97 to view this document, you will have to save the document in the format of the wordprocessor that you are using in order to view and print any standard forms. The number of pages contained in this electronic copy may not exactly correspond to the hard paper copy, although generally all the information is contained herein.

The Agency is not responsible for any data/text that may not be received when retrieving this document electronically. If the recipient does not notify the contact person that they have obtained this document then any amendments to the document may not be available to the recipients. Amendments to solicitation documents generally contain information critical to the submission of an application.

Sudan Peace Fund Program

Issuance Date: June 25, 2002 Closing Date: July 29, 2002

Closing Time: 16:00pm Nairobi time

Subject: Request for Applications (RFA) Number RFA 623-02-026

Sudan Peace Fund Program

The United States Agency for International Development (USAID) is seeking applications for an Assistance Agreement from an organization/ consortium for funding a program entitled "Sudan Peace Fund." The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objectives. Please refer to the Program Description for a complete statement of goals and expected results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit or fee under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the Cooperative Agreement.

Subject to the availability of funds, USAID intends to provide approximately \$10,000,000.00 in total USAID funding to be allocated over the 3 year period. USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

- 1. Section A Grant Application Format;
- 2. Section B Selection Criteria;
- 3. Section C Program Description;
- 4. Section D Certifications, Assurances, and Other Statements

of Applicant/Grantee;

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applications and modifications thereof shall be submitted in envelopes with the name and address of the applicant and RFA # (referenced above) inscribed thereon, to:

(By U.S. Mail) USAID/REDSO/ESA/RCO ATTN: Anne Busaka Unit 64102 APO AE 09831-4102 (By All Other Means of Delivery, International)
USAID/REDSO/ESA/RCO
ATTN: Anne Busaka
ICIPE Complex, Kasarani
P.O. Box 30261
Nairobi, Kenya 00100

Applicants are requested to submit a Standard Form 424, 424A, and both technical and cost portions of their applications in separate volumes. Award will be made to that responsible applicant(s) whose application(s) offers the greatest value.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. Further, the Government reserves the right to reject any or all applications received. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The preferred method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the Agency Web Site. The World Wide Web Address is http://www.usaid.gov. Select Business and Procurement from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations". Receipt of this RFA through INTERNET must be confirmed by written notification to the contact person noted below. It is the responsibility of the recipient of the application document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (a) Section II Selection Criteria:
- (b) Section I Grant Application Format;
- (c) the Program Description;
- (d) This Cover Letter.

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

Any questions concerning this RFA should be submitted in writing to Ms. Anne Busaka, via facsimile at or via internet at abusaka@usaid.gov on or before 2:00pm Nairobi time, July 2, 2002. If there are problems in downloading the RFA off the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-4442. Applicants should retain for their records one copy of all enclosures which accompany their application.

Sincerely,

Yvette M. Feurtado Regional Agreement Officer REDSO/ESA/RCO

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SECTION A - GRANT APPLICATION FORMAT

PREPARATION GUIDELINES

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Applications which are submitted late or are incomplete run the risk of not being considered in the review process.

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in an original and and cost portions of applications in an original and .

The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on page 1 of the cover letter accompanying this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section B.

Applicants should retain for their records one copy of the application and all enclosures which accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

TECHNICAL APPLICATION FORMAT

Applicants should structure their applications according to the following:

1. Technical Approach: Applications must include detailed strategies, programs and activities to achieve quantifiable results of the Sudan Peace Fund. The technical proposal must clearly state projected or anticipated results, outputs and inputs in terms of quantifiable indicators. The program parameters and design factors in Section IV.A and IV.B of the Program Description are intended to guide prospective applicants in preparing their technical proposals. The application must include an illustrative monitoring and evaluation plan for measuring and reporting on progress toward the achievement of the performance milestones and the overall results. Following completion of the design, the successful applicant's M&E plan will be specifically tailored to regularly dovetail, in a timely fashion, directly into USAID's own internal and external monitoring, reporting and evaluation documents. The Recipient should recognize and plan accordingly for the difficulties related not only to the Program's implementation but also the challenges of adequately monitoring and reporting on the Program's activities.

The technical approach must also include a timeline for program implementation, including the array of possible activities which could be implemented during each year of the Program; a calendar for completion of project phases and benchmarks of progress to be made during each year; and a draft detailed first-year workplan. Following the award of the CA, the draft first-year workplan will be refined and expanded through consultations with USAID.

The technical portion of the application shall also provide a detailed description of what types of logistical support will be provided. The application should describe probable locations of offices, sub-offices, or camps, if any. If the applicant intends to establish or utilize an office in Nairobi for administration of the program, then the role and authorities of that office should be made clear. If home office backstopping is intended, the role and value-added of home office operations must be made clear in the application.

Applicants that intend to use sub-recipients shall indicate for each such entity: a) the nature and tasks to be performed by them; b) the anticipated level of their assistance; c) their relevant experience; and d) the method for identifying and selecting them. Applicants shall state whether or not they have existing relationships with these other organizations and the nature of the relationship. The applicant must specify the technical resources, capabilities, and expertise of proposed sub-contract/sub-recipient organizations. Technical plan information for proposed sub-recipients and/or sub-contractors should follow the same format as is submitted by the applicant. Consortium proposals should indicate the names and roles of other organizations, the nature of the formal relationships among consortium members, and a complete cost breakdown. Applicants must provide documentation verifying all consortium relationships, i.e. partnership agreements and memoranda of understanding that can lead directly to sub-grants or sub-contracts.

Alternative technical approaches by applicants are welcome, although applicants should explain why alternative technical approaches were selected.

- 2. Organizational Capability: The application must provide evidence of the technical resources, expertise and capacity to implement the Peace Fund. The information presented should indicate pertinent work experience and representative accomplishments in developing and implementing similar programs. In the case of consortium proposals, the lead organization must demonstrate the requisite state-of-the-art technical expertise and capability in grassroots conflict resolution and mitigation, as demonstrated in programs implemented elsewhere. At a minimum, information in this section should address the following topics:
- a. Brief description of organizational history/expertise;
- b. Pertinent work experience and representative accomplishments in developing and implementing programs of the type being proposed;
- c. Relevant experience in grassroots conflict resolution and delivery of peace dividends;
- d. Institutional strength as represented by the ability of the organization to mobilize qualified and experienced personnel to work under the proposed cooperative agreement; and
- e. Home-office backstopping
- 3. Past Performance: The past performance of the applicant will be evaluated under the technical skills criteria described in Section B. Care should be taken to establish the relevance of past experience to this program and the basis for reliance upon that experience as an indicator of success on this program. Describe all contracts, cooperative agreements and grants which the applicant has implemented involving similar or related programs over the past three years (both commercial and governmental). Include the following:
- a. Name and address of awarding organization or agency as well as name, address and contact information of a responsible technical representative of that organization/agency;
- b. Place of performance of service or program;
- c. Award number;
- d. Amount of award;
- e. Duration of award (beginning and end dates);
- f. Brief description of the program.
- 4. Personnel: The application must specify the composition and organizational structure of the implementation team (including home office support), including those considered to be Key Personnel (no more than five positions), and describe each staff member's role, technical expertise and estimated amount of time each will devote to the project. It must also indicate the names, positions, titles, and provide full resumes of important managerial and technical personnel who will be involved in program activity.
- 5. Cost-Effectiveness: The technical application may include information on cost-effectiveness, but specific budget figures should only be provided in the cost application. The cost application must include a program budget describing estimated costs by result and/or by activity. The application shall provide information on the amount and utilization of the matching contribution to be provided by the recipient. USAID recommends a 25% target level for recipients' matching contribution. Higher amounts of cost-sharing will be more favorably considered as USAID determines the "best value" of the applications in making the award decision.

6 . U.S. Treasury License to Work in Sudan: USAID grantees and contractors are allowed to implement the U.S. Government assistance program in Sudan despite U.S. Government economic sanctions because their organization has been added to a U.S. Treasury license for the assistance program. As part of their applications, applicants must submit to USAID the required documentation to be added to the Treasury license for the design and implementation of the Sudan Peace Fund Program, which USAID will forward to the U.S. Treasury for review and vetting. See Attachment A for licensing information.

COST APPLICATION FORMAT

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for an Grant Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.

The following sections describe the documentation that applicants for Assistance award must submit to USAID prior to award. While there is no page limit for this portion, applicants are encouraged to be as concise as possible, but still provide the necessary detail to address the following:

- A. A copy of the program description that was detailed in the applicants program description, on a 3-1/2" diskette, formatted in Word97.
- B. Include a budget with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing. The budget should but submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site at http://www.usaid.gov/procurement bus opp/procurement/forms/sf424/;
- the breakdown of all costs associated with the program according to costs of, if applicable, headquarters, regional and/or country offices;
 - the breakdown of all costs according to each partner organization involved in the program;
- the costs associated with external, expatriate technical assistance and those associated with local in-country technical assistance;
- the breakdown of the financial and in-kind contributions of all organizations involved in implementing this Cooperative Agreement;
 - potential contributions of non-USAID or private commercial donors to this Cooperative Agreement;
- your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).
 - C. A current Negotiated Indirect Cost Rate Agreement;
 - D. Required certifications and representations (as attached):
- E. Cost share has been recommended to be 25% of the total estimated amount. If the applicant proposes a cost share of less than 25%, it will be deemed as not responsive, and will be removed from further consideration. Applicants that provide higher amounts of cost share will be evaluated more favorably.
- F. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:

- 1. copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
 - 2. projected budget, cash flow and organizational chart;
 - 3. A copy of the organization's accounting manual.
- G. Applicants should submit any additional evidence of responsibility deemed necessary for the Grant Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:
- 1. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award.
- 2. Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the applicant, nongovernmental and governmental.
- 3. Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance.
 - 4. Has a satisfactory record of integrity and business ethics; and
 - 5. Is otherwise qualified and eligible to receive a grant under applicable laws and regulations (e.g., EEO).
- H. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual. If a copy has already been submitted to the U.S. Government, the applicant should advise which Federal Office has a copy.

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

- I. Unnecessarily Elaborate Applications Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.
- J. Acknowledgement of Amendments to the RFA Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment. The Government must receive the acknowledgement by the time specified for receipt of applications.
- K. Receipt of Applications Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.
 - L. Submission of Applications:
- 1. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the applicant.
- 2. Telegraphic applications (e-mail/electronic) will not be considered; however, applications may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of applications.
 - M. Preparation of Applications:

- 1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.
- 2. Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the technical and cost applications. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- 3. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:
 - (a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

N. Explanation to Prospective Applicants - Oral explanations or instructions given before award of a Grant will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

O. Grant Award:

- 1. The Government may award one or more Grants resulting from this RFA to the responsible applicant(s) whose application(s) conforming to this RFA offers the greatest value (see also Section B of this RFA). The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application (see Section III, Selection Criteria), (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.
- 2. The Government may award one or more Grant(s) on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.
- 3. A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding Grant without further action by either party. Before the application's specified expiration time, the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.
- 4. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Grant(s).
- P. Authority to Obligate the Government The Grant Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Grant may be incurred before receipt of either a fully executed Grant or a specific, written authorization from the Grant Officer.

SECTION B - SELECTION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants should organize the narrative sections of their applications in the same order as the selection criteria.

An award will be made based on the ranking of proposals according to the technical selection criteria identified below.

The broad technical criteria presented below have been tailored and weighted in accordance with the requirements of this particular RFA. Applicants should note that these criteria serve to: 1) identify the significant matters which applicants should address in their proposals; and 2) set the standard against which all proposals will be evaluated. To facilitate the review of proposals, applicants should organize the narrative technical sections of their documents in the same order as the evaluation criteria. In advance of the applications deadline, USAID will develop more comprehensive, specific evaluation criteria (as per the broad categories below) that will enable the selection committee to effectively consider and score the responsiveness of each technical proposal.

The cost proposal will be evaluated for reasonableness and acceptability in accordance with USAID's applicable cost principles. The cost proposal shall be structured so that costs can be easily matched to the proposed activities and levels of effort. Negotiations may be conducted with all applicants whose proposal, after thorough review and discussions, has a reasonable chance of being selected for award. The CA award will be made to the responsible applicant whose proposal offers the best value in terms of technical, cost and other factors.

Firms lacking relevant past performance history shall be given a "neutral" past performance rating that neither rewards or penalizes those applicants. In the evaluation of past performance, the Agreement Officer may take into account a broad range of information as well as that included in the applicant's proposal.

All complete proposals received by the deadline will be reviewed by a USAID Technical Review Committee (to be comprised of USAID staff and Sudanese counterparts) using the following criteria:

Weight Technical Evaluation Criteria

40%	Technical approach
25%	Organizational capability and past performance
25%	Relevant skills and experience of key and secondary personnel
<u>10%</u>	Cost effectiveness
100%	Total

SECTION C - PROGRAM DESCRIPTION

Sudan Peace Fund

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- I. Summary
- II. Background
- III. Other Related Programs
- IV. Peace Fund Program Parameters, Design and Implementation

I. Summary

USAID is launching the Sudan Peace Fund in October, 2002. This three-year, \$10 million program expand on the success of three years of grassroots reconciliation and community harmonization which has facilitated transition to rehabilitation in several communities in southern Sudan. In order to ensure that the Sudan Peace Fund Program is appropriate to the Sudan context, USAID intends to make a cooperative agreement to an organization responsible for designing and implementing the program.

The envisioned purpose of the Sudan Peace Fund will be to 1) facilitate grassroots people-to-people peace conferences among communities in conflict; 2) consolidate people-to-people reconciliations by coordinating implementation of peace agreements and delivery of to collaborate effectively with key civil/military authorities and with the diaspora in the areas affected by local reconciliation agreements, and 3) deliver rehabilitation inputs to peace committees/task forces implementing community-based reconciliation agreements. The program will be implemented in opposition-administered areas of Sudan, principally in three regions of southern Sudan: Equatoria, Upper Nile, and Bahr el Ghazal and in Abyei, Nuba Mountains and Southern Blue Nile

The Sudan Peace Fund Program will contribute to Strategic Objective One of the U.S. Government Integrated Strategic Plan for Assistance to Sudan, 2000-2002: "Enhanced environment for conflict reduction", and particularly to Intermediate Result 1.1, "Increased Capacities for Peacebuilding". (For further elaboration, applicants should review the "U.S. Government Integrated Strategic Plan (ISP), Assistance to Sudan, 2000-2002").

In recognition of the substantial progress, experience gained and lessons learned over the last few years in southern Sudan, USAID wants to engage the CA recipient (the "Recipient") in the complete design of the Sudan Peace Fund Program as well as its implementation. Those experiences and lessons learned with a variety of activities in Sudan have convinced USAID of the significant importance of collaboratively developing the Program with the Recipient and Sudanese stakeholders, which thereby will greatly enhance the Program's design and potential for successful implementation and attainment of objectives.

II. Background

The program area planned for Sudan Peace Fund presents a surprisingly diverse array of conditions after nearly two decades of civil war and humanitarian catastrophes.

On the one hand, a growing zone of stability in Western Equatoria and Southern Bahr el Ghazal – home to 40% of the 5-8 million southern Sudanese – is producing food surpluses, progressing through economic recovery, living under civilian administrations and nurturing a growing civil society. Grassroots people-to-people reconciliations between southern peoples are leading to further expansion of the stable zones into Upper Nile and potentially Eastern Equatoria. A demobilization of child soldiers has taken place and provided lessons for use in future demobilizations. These positive conditions, combined with increased U.S. interest in Sudan, has kindled optimism that rehabilitation and recovery can take place at a local level while slow and stagnating peace processes seek answers to the national issues.

On the other hand, the civil war and armed conflicts between southerners continues in Upper Nile, Northern Bahr el Ghazal, and Eastern Equatoria, as well as in other marginalized areas of Sudan (Nuba Mountains, Southern Blue Nile region, Eastern Sudan). Southern territory is divided into zones controlled by the Government of Sudan, the Sudan People's Liberation Army/Movement (recently merged with the Sudan Popular Defense Force (SPDF)), the South Sudan Liberation Movement (SSLM), and several other ethnic factions controlling small territories.

Slavery remains a feature of the conflict in northern Bahr el Ghazal; displacement of residents from oil fields continues to fuel chaos in Upper Nile; armed cattle raiding, other ethnic conflicts and the operations of the Lord's Resistance Army (LRA) heighten the insecurity in Eastern Equatoria; and bombing of civilians and humanitarian operations continues throughout southern Sudan. In these precarious conditions, it is difficult to prepare for natural calamities like drought or floods. An extensive relief program, implemented by the international community in conjunction with southern Sudanese indigenous NGOs (SINGOs) and the humanitarian wings of the opposition forces, has succeeded in saving many lives but must constantly beware of cultivating a dependency on relief as the war drags on. The causes of these conflicts include the key issues in the north-south conflict -- self-determination, inequitable development and religious freedom -- as well as conflict over resources and the collapse of traditional inter-ethnic systems to resolve disputes.

Vast distances, mobile populations, and destroyed infrastructure pose challenges to implementation of any development program. The program area covers approximately 650,000 square kilometers, with a population density of about 8 per square kilometer. The production systems are quite diverse, ranging from nomadic pastoralism through agropastoralism to settled agriculture. There is a greater emphasis on livestock in Bahr el Ghazal, Upper Nile and Eastern Equatoria and a greater emphasis on sedentary agriculture in Western Equatoria. Communities are separated by vast distances with minimal or no transport or communications infrastructure. Inter-ethnic conflicts among southern Sudanese is one of the defining characteristics of the civil war. These conflicts, as well as political divisions among southern Sudanese factions, can occasionally interrupt implementation of development programs, though generally cooperation at the technical level is excellent.

Since 1994, several opposition movements have formed civilian administrations to govern territories held by the rebel military forces, with a view to gaining the political support of the population and to increasing sources of revenue. The SPLM has formed a five-level structure, i.e., boma (village)-level chiefs and traditional leaders; payam (sub-county)-level administrators and assemblies; county-level executives and assemblies; regional-level secretaries and assemblies; and "national"-level commissions and assembly. A civil court structure parallels the political structure. The SPDF has a similar six-level structure, i.e. village, parish, district, province, state, and "national" levels. It is still not clear how the SPLM-SPDF merger will affect these different organizational structures of civilian administrations. The NDA has also formed a political structure of commissions for the territory it controls in eastern Sudan. Attempts also have been made to form similar civilian administrations in opposition-controlled areas of Upper Nile, the Nuba Mountains and Southern Blue Nile regions. USAID supports the strengthening of the local levels of these civilian administrations as a means to improve governance and rule-of-law and thereby enhance the environment for conflict reduction.

Since 1999, USAID has supported several peacebuilding dialogues facilitated by the New Sudan Council of Churches in collaboration with indigenous and international organizations: Wunlit (1999); Lileer (2000) and Strategic Linkages II (2001). The latter meeting held in Kisumu was distinctive in that it included a greater focus on the diaspora's role in addressing the root causes of grassroots conflicts. Such efforts have resulted in the emergence of newly stable areas, and opportunities to consolidate grassroots peace through the efforts of local peace councils. In some cases, these reconciliations have reinforced traditional ethnic power bases by mitigating the influence of external political forces. If successful, these grassroots efforts will reduce the risk that future peace in Sudan could decay into warlordism and anarchy by providing a firm foundation for governance structures needed to implement a future and sustainable peace settlement.

In 2002, USAID plans to support a six-month process of dialogue among four communities in southern Bahr el Ghazal where intra and inter-ethnic conflicts have threatened to derail progress made since the 1999 Wunlit Agreement between Dinka and Nuer chiefs.

III. Other Related Programs

As with all USAID country programs - but particularly for this new initiative, given the complex nature of providing assistance in Sudan – there will be an opportunity for the Recipient to thoroughly review and capitalize on the experiences and lessons learned from USAID's past and ongoing programs in Sudan. USAID has contracted for a comprehensive evaluation of the Sudan Transitional Assistance for Rehabilitation (STAR) project during the coming months.

Since 1998, USAID has funded local-level peacebuilding activities with development assistance funds. USG policy limits the use of development assistance funds in Sudan to opposition-administered areas. These peacebuilding activities have contributed to Strategic Objective One of the U.S. Government Integrated Strategic Plan for Assistance to Sudan, 2000-2002: "Enhanced environment for conflict reduction", and particularly to Intermediate Result 1.1, "Increased Capacities for Peacebuilding". These peacebuilding activities also have been in conformance with USAID's regional strategy, especially REDSO's Strategic Objective No. 6: "Enhanced capacity for managing conflict in the region". Additionally, the STAR Program is in full concordance with the Office of Foreign Disaster Assistance/Africa Regional Office's program priority to "increase linkages between emergency and transitional USAID programs".

1. STAR Program. In 1998, USAID launched the Sudan Transitional Assistance for Rehabilitation (STAR])Program in opposition-administered areas of Sudan with the following objective and desired results:

Objective: To increase participatory democracy and good governance practices in opposition-held areas of Sudan while reducing heavy reliance on relief.

Intermediate Result 1: Increased participation by civilians in local administration, including the management of humanitarian assistance, rehabilitation, and small-scale economic development programs.

Intermediate Result 2: Increased levels of accountability and transparency, and greater respect for human rights on the part of civil authorities.

Intermediate Result 3: Increased capacity of institutions to foster democratization and good governance.

Activities implemented under the STAR Program consist of:

- 1.a. Economic Rehabilitation Program: Implemented by Catholic Relief Services (CRS/Sudan), this activity supports "grassroots" Sudanese civil society organizations (mostly community-based associations, indigenous NGOs, and civil society-civil authority partnerships) working to solve local rehabilitation problems. At its launch in 1998, this activity was called Grant-Making/Capacity-Building (GMCB). To date, CRS has awarded 70 sub-grants totaling nearly \$3,000,000. These sub-grants support technical assistance and training, limited operating costs, and economic governance initiatives at county and regional levels. The sub-grantees form project groups; develop proposals for feasible and profitable sub-projects; apply to the local County Development Committee and CRS for a sub-grant; then (upon approval) operate the sub-project as a business. To ensure business discipline, part of the sub-grant is treated by the project group as a loan that must be repaid over time to the local County Revolving Fund managed by the local County Development Committee. Usually the loan amount covers the purchase of capital equipment and the first inventory. The project groups work cooperatively with the opposition movements' civil administrations and humanitarian wings – especially the SPLM's Development Assistance Technical Team (DATT) – to set rehabilitation priorities and to identify, develop, and monitor county-level projects. The local County Development Committees also receive technical assistance and capacity building from the program. Initially focused on 12 counties that were stable enough in 1998 to benefit from this program - including Tambura, Yambio, Maridi, Mundri, Yei, Juba, Kajo Keji, Magwi, Yirol, Rumbek, Tonj, and Cuiebet -USAID plans to broaden the base of beneficiaries in these counties and expand activities to other counties of Eastern Equatoria, Upper Nile, and Bahr-el-Ghazal regions as conditions permit.
- 1.b. Civil Administration Training: The predecessor to the new five-year \$10 million Local Governance Strengthening (LOGOS) Program (to be implemented through a cooperative agreement expected to be awarded in July 2002) was implemented through a grant to UNICEF/OLS' (Operation Lifeline Sudan) Humanitarian Principles Program from

September 1998 to December 2001. This activity provided training to 150 payam-level civilian administrators in opposition areas of Sudan. The activity developed the SPLM Civil Administrator's training curriculum for local-level authorities in Rumbek, Tonj, Yirol, Yambio, Kajo Keji, Tambura and Maridi, and covered operating costs of UNICEF's implementing partners, including the Sudan Relief and Rehabilitation Agency (SRRA). The first UNICEF training course for 45 county and sub-county administrators was completed in September 1999, and the second and third training courses were completed in the winter of 2000. In May 1999, this activity supported a conference of humanitarian agencies with SPLM authorities to explore the causes of the 1998 Bahr el Ghazal famine and to generate consensus on future mitigation measures. The following month, this activity supported the South Sudan Law Society's forum to establish priorities for rehabilitation of the judiciary and law enforcement institutions. In December 2000, UNICEF began to focus its efforts on institutional strengthening of the Institute for Development, Environment, and Agriculture Studies (IDEAS), an indigenous organization based in Yambio aiming to create a longer-term capacity to conduct in-service training for administrators and provide access to distance learning programs. The activity ended in December, 2001.

- 1.c. Strategic Analysis/Capacity Building (SACB): Implemented by USAID's Africa Bureau, Sustainable Development Office, this \$1.4 million, four-year activity began in the fall of 2000 and provides technical assistance and support for Sudanese-led working groups carrying out analytical studies and survey work in the following sectors: Agriculture, Women & Natural Resources, Livestock and Wildlife, Forestry and Indigenous Wild Foods, Minerals & Water, and Legal/Institutional Framework. Linking the survey results with human capacity and policy development interventions, the SACB component builds on the foundation laid and recommendations made by the STAR-funded 1999 Economic Governance Workshop held in Yambio.
- 1.d Social Organization and Administrative Rehabilitation (SOAR): Implemented by the International Rescue Committee (IRC), Christian Aid, and Catholic Relief Services (CRS), this \$4 million, three-year activity began in the fall of 2000 and targets the health administration, rule of law, and education sectors for rehabilitation and capacity building. This transition program seeks to improve rule of law through civic education and judicial strengthening, reconstruct school facilities, and strengthen health administrations in two southern counties and eastern Sudan.

A major impact evaluation of the STAR Program by external consultants will commence in late May 2002. The findings of that evaluation will provide invaluable insights for the Sudan Peace Fund Program design and, therefore, will be made available to the Recipient at the appropriate time. The Recipient's design and implementation efforts will need to assure the utmost possible collaboration and complementarity with ongoing USAID programs and, where appropriate, with other donors' programs.

2. The Sudan Basic Education Program is a direct result of the visit to northern and southern Sudan in early July 2001 by Andrew Natsios, USAID Administrator and Special Humanitarian Coordinator for Sudan. The five-year, \$20 million program will increase equitable access to quality education in southern Sudan by focusing on: improving teacher education programs;

increasing the capacity of primary and secondary schools to delivery quality education, especially for girls; and improving non-formal education for out-of-school youth and adult learners.

The Sudan Basic Education Program will work in three regions of southern Sudan (Upper Nile, Bahr el Ghazal and Equatoria). At the anticipated full level of funding, the Program will:

rehabilitate four regional teacher training institutes owned and managed by Sudanese; train up to 2,000 female teachers using accelerated learning and scholarships; foster partnerships between Sudanese teacher training institutes and teacher training institutes in East Africa and the United States; rehabilitate up to 240 primary schools and 10 secondary schools, and address sustainability; increase the supply of school materials provided by the Sudanese private sector; and promote non-formal education and distance learning for up to 20,000 out-of-school youth and adult learners.

The anticipated field mobilization date for the Sudan Basic Education Program implementers is in July 2002.

3. The Southern Sudan Agriculture Revitalization Project is also a direct result of the visit to Sudan in July 2001 by Administrator Natsios. The five-year, \$22.5 million project will increase the capacity for agricultural production and marketing by: increasing access to agricultural skills and technology; increasing access to capital for agricultural enterprises; and increasing the capacity of commodity networks to facilitate expanded trade.

The Southern Sudan Agriculture Revitalization Project will benefit all groups in the opposition held areas of southern Sudan (regardless of political affiliation) including Upper Nile, Bahr el Ghazal, Equatoria, Southern Blue Nile and the Nuba Mountains. It will target agricultural producers and entrepreneurs throughout these areas, with a special emphasis on community involvement and the equitable participation of women in all activities. Specifically, the Project will: support agriculture and business skills training in six sub-sectors (food crops, agricultural technology, forestry, livestock, wildlife and fisheries); establish a central information and data analysis collection and dissemination unit; provide capital to agricultural enterprises through a finance institution; and strengthen agricultural commodity networks, including shea nut processing, hides and skins, and bee-keeping.

The anticipated field mobilization date for the Southern Sudan Agriculture Revitalization Project implementers is also in July 2002.

IV. Sudan Peace Fund Program Parameters, Design and Implementation

USAID intends to award a Cooperative Agreement to a Recipient to "design and implement" the Sudan Peace Fund Program from October, 2002 to September, 2005. Over the course of the anticipated five years, the Recipient likely will provide technical assistance, training, commodities, institutional strengthening sub-grants, etc. to address the Sudanese desire to prevent and mitigate grassroots conflicts in southern Sudan. With the available wealth of information and human resources, the Recipient will design and implement the new program (with the direct involvement of USAID, and in accordance with its approval and reporting documentation requirements).

A. Program Parameters

While USAID seeks a Recipient to design and implement the Sudan Peace Fund program in cooperation with Sudanese stakeholders, and therefore would accept that the program objective and results may change during the design, the following parameters and proposed results represents the current thinking with regard to the appropriate next steps and priorities for USAID's grassroots conflict prevention and mitigation activities.

Anticipated primary beneficiaries: Local-level peace councils and assemblies
Anticipated indirect beneficiaries: Citizens and community-based organizations
Program locations: Opposition-controlled areas of Sudan, primarily in Equatoria, Upper Nile, and Bahr el Ghazal

The envisioned purpose of the Sudan Peace Fund Program will be to increase grassroots capacities for peace-building. The Sudan Peace Fund will work in four principal areas:

- 1. Facilitate grassroots people-to-people reconciliations: Working through local civil society organizations, the project will facilitate the process of inter-ethnic reconciliations. Specific activities may include support to peace workers promoting reconciliations, provision of logistics and transport for meetings, provision of technical assistance in the establishment of local peace councils, and support for the publication and dissemination of the results of peace meetings to the communities involved.
- 2. Consolidate grassroots people-to-people reconciliations: The project will provide rapid mobilization and delivery of economic and social rehabilitation projects, e.g., markets, schools, courts, water and sanitation facilities, and radios to monitor implementation of the accords. These will be done in an appropriate manner, i.e., quick mobilization to discuss the rehabilitation with the community; facilitation of the community's process for establishing their own governance structures for managing the rehabilitated resources, including their own methods for financing all (i.e. 100%) of the costs of maintenance and future capital improvements; rehabilitation and/or reconstruction utilizing local labor and resources, if possible; and then final delivery of the rehabilitated resource in a hand-over ceremony to the local management structure.
- 3. Rapid delivery of peace dividends: The project will assure the quick delivery of peace dividends (e.g., water and sanitation facilities, schools, health clinics, border courts, etc.) so that communities see a visible physical improvement in their lives within a few weeks of completing the reconciliation. These quick delivery peace dividends will not, in most instances, be done in the sustainable method described above but rather as a quick response to the reconciling

communities. Issues of sustainable management of the newly rehabilitated facilities will then be discussed and resolved within the community.

4. Other support to grassroots peace processes: On an *ad hoc* basis, the project will provide logistical and technical support for grassroots peace processes, including research, special studies, transport and administrative support for peace conferences, etc.

B. Design Factors

A number of factors and principles should guide the design of the Sudan Peace Fund Program.

- 1. Recognizing the costs of conflict to the local communities. The implementing organization will work closely with representatives of peace councils and local task forces to maximize the impact of reconciliation activities. This will include developing communication strategies to ensure local communities can counter with dialogue moves by political and military actors to play their traditional spoiler roles.
- 2. Role of indigenous conflict resolution traditions and practices: as experience has shown, traditional methods of conflict resolution, when given a chance, have demonstrated local capacities exist to prevent and mitigate conflict. The implementing organization must ensure these traditional methods are employed wherever possible and that "foreign" methods are field-tested carefully before deployment.
- 3. Selection of beneficiaries. It will important to select for participation in the program the combination of civil, political, religious authorities most likely to foster progress in peacebuilding. Another important factor in selection of beneficiaries is USAID's emphasis on equity in access, meaning equity by gender, geographic area, and ethnicity. A significant challenge will involve encouraging more participation by women in peace councils. Equity in access by geographic area and ethnicity means ensuring that areas are not neglected or excluded and that selection processes are transparent and easily explained. Equity does not, however, mean equality of resources or equality of expenditures.
- 4. Technical expertise versus logistical capability. When delivering relief supplies to the unstable areas of Sudan, logistical capability of the implementing organization is a major factor in the success or failure of a program. For development programs, logistical capability is less important that ensuring that the highest quality, state-of-the-art technical expertise is applied to the complex development problems faced by Sudanese. It will be essential for the Sudan Peace Fund implementing organization to be experienced in implementing conflict mitigation/conflict prevention programs elsewhere in the world in order to bring value-added to the efforts of Sudanese to build their own capacity.
- 5. Sudanese participation, empowerment, and ownership. Strategic coordination and working in partnership with local communities requires a slower, more deliberate process, especially in the context of Sudan's protracted complex emergency. It involves first defining common objectives and establishing collaborative methods of operations. Additionally, as clearly demonstrated in reconciliation meetings, there are a wide variety of competing and influential forces in southern Sudan that must be engaged throughout the Program design process, and in a very participatory and collaborative way. Workshops, seminars, task forces, etc. are definitely appropriate vehicles for achieving the desired ends of having an acceptable as possible Program design and implementation methodology. (As with other elements of the Program's design and implementation, USAID will provide the Recipient with substantial insights and guidance throughout the entire process this will most certainly be a "cooperative" relationship between USAID and the Recipient in all respects.)
- 6. Flexibility. Promoting stability in the Sudan context requires that programs emphasize advance planning, flexibility, and promoting positive change in the midst of crisis. Therefore, USAID encourages alternative technical approaches that permit the implementing partner to rapidly respond to a changing environment or opportunities that arise. Approaches that can accommodate the disbursement of funds to local organizations are highly encouraged.
- 7. Innovation. The Sudan Peace Fund by necessity must be innovative in the Sudanese context. For example, community awareness is essential for reconciliation agreements to be negotiated and for peace dividend implementation to succeed. That means, however, that citizens must have information; where literacy is low, radio programs may be a

viable technical approach. Where access is limited because of ongoing conflicts, newspapers or newsletters in local languages (i.e. Juba Arabic) may be a viable technical approach. Neither of these exist on a broad scale in opposition-administered areas of Sudan, and would therefore require innovation by the Sudan Peace Fund program implementor.

C. Design and Implementation Process

In recognition of the evolving state of southern Sudan's peace and development process, and to ensure appropriate participation of Sudanese stakeholders in the design of the Sudan Peace Fund Program, the Recipient will carry out a collaborative program design process (of approximately three-months duration) culminating in an agreed Activity Approval Document. The Recipient will utilize the "Activity Approval Document" outline to be provided by USAID. The following is a likely outline for the Activity Approval Document.

Outline:

- I. Summary (drafted by Recipient)
- A. Strategic Objective (SO) and Results Framework (RF)
- B. New Activity and Linkages to SO and RF
- II. Development and Description of New Activity (drafted by Recipient)
- A. Past Strategy and Interventions
- B. Problems of Today and Possible Responses
- C. New Activity
- 1. Description of Activity Components, Target Groups and Linkages to SO and RF
- 2. Possible Levels of Effort, Illustrative Budgets and Timeframes
- 3. Envisioned Methods of Implementation and Participating Institutions
- 4. Performance Monitoring: Anticipated Performance Targets, Indicators and Baseline Information
- D. Summary of Analyses Supporting New Activity
- 1. Economic
- 2. Technical
- 3. Administrative/Institutional
- 4. Financial/Cost Benefit
- 5. Social Soundness
- 6. Environmental
- 7. Other (to be determined by design team)
- III. REDSO/ESA's Approval, Obligation and Implementation Considerations

(to be completed internally in USAID)

- A. Implementation Methodology, Institutions and USAID Management
- B. Performance Monitoring
- C. Current and Future SO Resource Requirements
- D. Funds Availability and Obligation
- E. Possible Methods and Preferences for Procurement, and Illustrative Schedule
- F. Waiver and Approval Requirements
- G. Country- and Activity-Level Statutory Reviews/Checklists
- H. Congressional Notification (for FY 02 obligation)

IV. Annexes

(acronyms, bibliography, etc)

The outline is in accordance with the "Activity Planning" guidance contained within USAID's Automated Directives System (ADS). It is envisioned that the Activity Approval Document, as completed by the Recipient, will be presented by USAID staff to the USAID/REDSO/ESA Director for approval under the cover of an Action Memorandum.

USAID intends for the Peace Fund Program to be implemented from October, 2002 to September, 2005. The design process is likely to last three months – October, 2002 to December, 2002. Implementation will then begin in January, 2003 and continue until a participatory mid-term evaluation is carried out in March, 2005, with recommendations on changes to the program as appropriate. If any changes to the program require modifications to the cooperative agreement, they would be made during FY 2003. Implementation would then continue through September, 2005.

D. Roles, Responsibilities, and USAID's Substantial Involvement.

The Recipient will not presuppose any outcome to the ongoing Sudanese conflict nor favor any of Sudan's many ethnic groups and religious affiliations. The Recipient also will not involve itself in any disputes among the constituent organizations of the opposition groups. Given the extraordinary nature and challenges of the proposed Program, it will be essential for the Recipient to maintain the regular and substantive engagement of the identified USAID personnel. Those reporting structures will be clearly identified in the very early stages of implementation. Due to the rapidly changing context of the complex situation and reoccurring emergencies in Sudan, USAID plans to have substantial involvement in all aspects of the PEACE FUND Program's implementation. Besides regular meetings, the involvement will consist of the approval of annual workplans, approval of sub-grants and key personnel (both short and long term), and approval of participants in forums and conferences. Within the first three weeks of the inception of the Cooperative Agreement, USAID will further review and approve the Recipient's first-year detailed workplan (the first draft workplan having been submitted in its proposal), including timelines for the design and earliest possible and concurrent implementation efforts, and benchmarks for measuring performance and achievement of results. For any proposed governance forums or participants for short- or long-term training, USAID must approve each activity and participant. (This requirement may be amended as the Program's implementation proceeds and certain determining factors change). All USAID approvals will be made within a reasonable timeframe, pending USAID consultation with stakeholders and other relevant authorities.

USAID also will receive from the Recipient excellent and substantive quarterly progress reports and quarterly financial reports (as will be specified in the workplans) that will be utilized in fulfillment of USAID's internal and external performance and financial reporting responsibilities, e.g., the Annual Report, commitment and expenditure reports, etc. USAID and the Recipient will agree to the format for the reports at the inception of the Program.

SECTION D

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENT [1][2]

PART I - CERTIFICATIONS AND ASSURANCES

- 1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
- (a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
- (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
- (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
- (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
- (b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- (a) Instructions for Certification
- (1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.
- (2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
 - (3) For recipients other than individuals, Alternate I applies.
 - (4) For recipients who are individuals, Alternate II applies.
 - (b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

- (1) The recipient certifies that it will provide a drug-free workplace by:
- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (B) Establishing a drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the workplace;
 - 2. The recipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);
- (D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
- 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;
- (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or

- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).
- (2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

- 3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]
 - (a) Instructions for Certification
- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 - (b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions
 - (1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:
- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;
- (D) Have not within a three-year period proceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuala (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certification are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

6. CERTIFICATION OF RECIPIENT

The recipient certifies that it has reviewed and is fami thereto, and that it agrees to comply with all such necessary):	* *	_	_	* *
inccessary).				

Solicitation No	
Application/Proposal No	
Date of Application/Proposal	
Name of Recipient	_
Typed Name and Title	
Signature	Date

[1] FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipier	nt represents	that the	following	persons	are a	uthorized	to:	negotiate	on i	its b	ehalf	with	the	Gove	rnment	and	to
bind the reci	pient in con	nection v	with this ap	plication	or g	rant:											

The recipient represents that the following persons are authorized to negotiate on its behalf with the bind the recipient in connection with this application or grant:					the Government and to	
Name	Title	Telephone No.	Facsimile No.			
						-
2. TAXPAYER	IDENTIFICA	TION NUMBER (T	IN)			-
	_	,	_		-	nected with the conducture. J.S., please indicate the
TIN:						
3. CONTRACTO	OR IDENTIFI	CATION NUMBER	R - DATA UNIV	ERSAL NUMBI	ERING SYSTI	EM (DUNS) NUMBER
System (DUNS)	number appli		and address. Rec	ipients should ta		a Universal Numbering out the the number that
have a DUNS nu	imber, the reci	pient should call Du	un and Bradstreet	directly at 1-80	0-333-0505. A	f the recipient does not DUNS number will be prepared to provide the
(1) Recipien (2) Recipien (3) Recipien		umber.				

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.
- (c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.dbisna.com/dbis/customer/custlist.htm. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at gle

giodalinio@ddisma.com.	
The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.	
DUNS:	

4 LETTER OF CREDIT (LOC) NUMBER

i. Elliteit of	CICEDII (ECC	TIONIBLIC		

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number: LOC:			
(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval. (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant: \$	If the recipient has an existing Letter of Credit (LOC) wi	th USAID, please indic	cate the LOC number:
(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval. (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant: \$	LOC:	_	
purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval. (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant: \$	5. PROCUREMENT INFORMATION		
(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.	purchase orders, etc.) from a supplier of goods or service program supported by the grant, and not to assistance publications or subgrantee or subrecipient in support of the subgrantee	es for the direct use or provided by the recipie 's or subrecipient's pro	benefit of the recipient in conducting the ent (i.e., a subgrant or subagreement) to a
(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.	(b) Amount of Procurement. Please indicate the recipient plans to purchase under the grant:	total estimated dollar	amount of goods and services which the
approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.	\$		
TYPE/DESCRIPTION(Generic) QUANTITY ESTIMATED UNIT COST	approval of the Agreement Officer, please indicate below each, and estimated unit costs. Nonexpendable equipm required is any article of nonexpendable tangible person	(using a continuation ent for which the Agral property charged di	page, as necessary) the types, quantities of reement Officer's approval to purchase is
	TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componententry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION QUANTITY ESTIMATED GOODS PROBABLE GOODS
PROBABLE

(Generic) UNIT COST COMPONENTS SOURCE COMPONENTS
ORIGIN

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION QUANTITY ESTIMATED PROBABLE PROBABLE INTENDED USE (Generic) UNIT COST SOURCE ORIGIN

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION QUANTITY ESTIMATED PROBABLE SLUPPIER NATIONALITY RATIONALE (Generic) UNIT COST (Non-US Only) for NON-US

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION (Generic) QUANTITY ESTIMATED UNIT COST PROPOSED DISPOSITION

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as [] a corporation incorporated under the laws of the State of, [] are
individual, [] a partnership, [] a nongovernmental nonprofit organization, [] a state or loc al governmenta
organization, [] a private college or university, [] a public college or university, [] an international organization, or [
a joint venture; or
(b) If the recipient is a non-U.S. entity, it operates as [] a corporation organized under the laws of
(country), [] an individual, [] a partnership, [] a nongovernmental nonprofi
organization, [] a nongovernmental educational institution, [] a governmental organization, [] an international
organization, or [] a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non- color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

(a) Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," ineligible, "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
Solicitation No
Application/Proposal No.

Name of Applicant/Subgrantee _____

Date of Application/Proposal

Typed Name and Title _____

Signature _____

- 1/ See ADS Chapter 303, 22 CFR 208.
- For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

- 1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - 2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- 3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature:	
Date:	_
Name:	
Title/Position:	
Organization:	
Address:	
Date of Birth:	
NOTICE:	

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
 - 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

- 1. I hereby certify that within the last ten years:
- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
- 2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

ignature:	
Jame:	
Date:	
Address:	_
Date of Birth:	

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
- 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

LICENCING PROCEDURES FOR DEVELOPMENT AND HUMANITARIAN ASSISTANCE IN SUDAN

The U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) has enacted regulations requiring an OFAC license for all non-governmental organizations (NGOs) involved in humanitarian or religious activities in Sudan. (See 31 C.F.R. Part 538, Section 538). In accordance with the regulations, organizations engaging in humanitarian or religious activities in Sudan must hold an OFAC license or must be included on one of the two licenses held by USAID, either that of the Bureau of Humanitarian Response or that of the Africa Bureau, or must apply directly with OFAC for a license.

On January 11, 2001, the Department of Treasury amended the licensing regulations to require that all organizations requesting a license must submit to OFAC the following information:

- 1. The organization's name in English, in the language of origin, and any acronym or other names used to identify the organization;
- 2. Address and telephone number of the organization's headquarters location;
- 3. Full name in English and any acronym or other names used, as well as nationality, citizenship, current country of residence, place and date of birth for key staff at the organization's headquarters, such as the chairman and board members, president, director, etc.;
- 4. Identification of field offices or partner offices elsewhere, including addresses, phone numbers, including addresses, telephone numbers, and organizational names used, as well as the identification of the senior officer(s) at these locations, including the person's name, position, nationality, citizenship, and date of birth (names of individuals and organizations shall be provided in English, and shall include any acronym of other names used to identify the individuals or organizations);
- 5. Identification of subcontracting organizations, if any, to the extend known or contemplated at the time of the application;
- 6. Existing sources of income, such as official grants private endowments, commercial activities;
- 7. Financial institutions that hold deposits on behalf of or extend lines of credit to the organization (names of individuals and organizations shall be provided in English, and shall include any acronym of other names used to identify the individuals or organizations);
- 8. Independent accounting firms, if employed in the production of the organization's financial statements (names of individuals and organizations shall be provided in English, and shall include any acronym of other names used to identify the individuals or organizations);
- 9. A detailed description of the organization's humanitarian or religious activities and projects in any countries or geographic areas subject to economic sanctions pursuant to Chapter V of Title 31 of the U.S. Code of Federal Regulations;
- 10. Most recent official registry documents, annual reports, and annual filings with the pertinent government, as applicable; and

11. Names and addresses of organizations to which the applicant currently provides or proposes to provide funding, services or material support, to the extent known at the time of the vetting, as applicable.

Organizations wishing to apply for a license may to so directly by submitting the above information to: Compliance Programs Division
Office of Foreign Assets Control
U. S. Department of Treasury
1500 Pennsylvania Avenue, N.W.
Washington, DC 20220

If you wish to have your organization added to the USAID license and have USAID assist in the process, please send the above information to:

USAID/REDSO/ESA/NPC Attn. Ms. Anne Busaka ICIPE Complex Kasarani Road, Duduville Nairobi, Kenya